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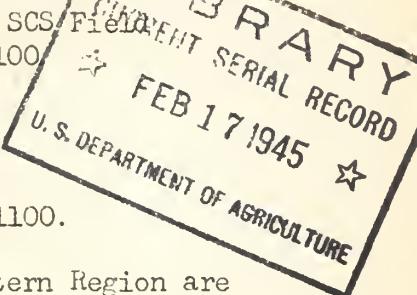
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U. S. Department of Agriculture
Soil Conservation Service
Region 2, Spartanburg, S. C.
June 8, 1944

Special Field Letter
Regional Conservator's Office

Re: Supplement to SCS Field Memorandum #1100



TO STATE AND DISTRICT CONSERVATIONISTS

This Field Letter will supplement Field Memorandum SCS #1100.

The clarifications and limits as applied to the Southeastern Region are set forth as follows:

1. For all community or individual jobs involving more than 500 acres of land benefited by the facility, the request for making an investigation of a group facility will be submitted to the state conservationist for administrative approval and priority. The preliminary report and plan of operations will be submitted through channels for approval to the Regional Chief of Operations.
2. The same procedure as outlined under "1" above will be followed for any community job, regardless of acres benefited, that has more than five square miles in the watershed.
3. Two copies each of documents requested under "1" and "2" above will be submitted through channels to the Regional Chief of Operations.
4. The zone engineer or other designated specialist will technically review, in the field, all community jobs involving less than 500 acres benefited by the facility. Where the district has the facilities to proceed with operations, the district conservationist will give administrative approval for the job. Where the district does not have the facilities but such facilities are available in the state, the state conservationist will give administrative approval for such jobs.
5. The land use capability will be included in all preliminary reports.
6. Procedure and suggested forms to be used in developing group facilities are:
 - a. Petition (Exhibit "A")

This form will be used by two or more landowners in petitioning the governing body of a soil conservation district for assistance in developing a group facility. This form may be changed so it can be used by the commissioners of a legally organized drainage enterprise.

- b. Organization (Exhibit "B")

If this form of organization is not suitable or desired, the facility or enterprise should be organized as provided by state

law. If a mutual cooperative organization is formed, the "Articles of Association" should be recorded in the County Court to legalize and perpetuate the organization. When only two or a limited number of farms are involved and it is not necessary to organize an association, plans for the development of a common outlet will be included in the several farm plans provided the necessary rights-of-way are granted through easement or otherwise for protection of the higher lands. (See Memorandum R2-329, page 3.)

c. Minutes of Organization Meeting (Exhibit "C")

The minutes of organization meeting should be prepared and kept as a matter of record.

d. Cooperative Agreement (Exhibit "D")

This form may be used in soliciting and recording the subscription of funds. This form will not be needed when the enterprise is a legally organized drainage district. In such cases the collection of funds is the function of the County Court.

e. Working Agreement (Exhibit "E")

This agreement is to be entered into between the Supervisors of a Soil Conservation District and the officials of any organized drainage enterprise, as a means of initiating work.

f. Supplement to Plan of Operations and Maintenance of Equipment (Exhibit "F")

This document is to be used when drainage construction equipment is loaned to a soil conservation district by the Soil Conservation Service.

Note: No reference should be made to the loan or use of Service equipment unless it is positively known that such equipment is available. The district or enterprise should be encouraged to contract the construction work whenever this is possible.

g. Drainage Operations Plan (Exhibit "G")

This form is to be used only when Exhibit "F" has been completed as a supplement to Working Agreement (Exhibit "E") when the use of Government equipment is involved.

T. S. Buie

T. S. Buie
Regional Conservator

EXHIBIT "A"

PETITION

We, the undersigned landowners in _____ County, _____, hereby petition the Supervisors of the _____ Soil Conservation District for assistance in helping us solve and overcome a severe drainage problem which prevails in our community, affecting lands belonging to us. By solving this problem we will be able to establish more effective conservation practices on our farms.



EXHIBIT "B"
ARTICLES OF ASSOCIATION
of the
DRAINAGE ASSOCIATION

We, the undersigned, all of whom are property owners or tenants, acting in person or through duly authorized agents, of _____, or vicinity, do hereby agree to and adopt the following Articles of Association by which the association shall be governed.

ARTICLE I

NAME AND LOCATION

The name of this association shall be _____ Drainage Association. Its principal office shall be located in _____, County of _____, State of _____.

ARTICLE II

Purposes

The purposes of this association are to secure and maintain satisfactory drainage for the lands owned or occupied by members of the association, by mutual cooperation.

ARTICLE III

Membership

The signers of these Articles of Association shall be deemed members immediately upon the adoption of the articles.

Any person who is an owner or a tenant of land in _____ or vicinity, acting in person or through duly authorized agents, shall be eligible to membership in this association upon approval by at least a majority of the members present at any general or special meeting of the association.

A member may withdraw from the association at any time upon written notice to the Secretary of his desire to do so and his membership shall terminate at the end of the calendar month in which the notice is given. Such resignation, however, shall not affect any liabilities to which he may have become subject as a member of the association prior to his resignation.

ARTICLE IV

Meetings of Members

Section 1. Annual Meeting. The annual meeting of the association shall be held at its principal place of business or at any other place selected by the President on the _____ day of _____ of each year, at _____ o'clock, if not a legal holiday, or if a legal holiday, on the next business day.

Section 2. Special Meetings. Special meetings of the association may be called at any time by the President and may be called upon demand of twenty (20) percent of the members by petition filed with the Secretary, stating the specific business to be brought before the members. No business shall be transacted at a special meeting except as specified in the notice of meeting.

Section 3. Notice of Meeting. Notice of all meetings shall be mailed by the Secretary to each member at his last known address at least ten (10) days prior to the meeting. Notice of a special meeting shall include a statement of the business to be brought before the meeting.

Section 4. Quorum. At least twenty-five (25) percent of the members representing at least one-third of the acreage owned and occupied by the members shall constitute a quorum at any meeting. In the event that less than a quorum is present, those present shall fix another date of the meeting and the Secretary shall give the usual notice to all members.

Section 5. Voting. Each member shall be entitled to only one vote on each question.

ARTICLE V

Officers

The officers of this association shall be a president and a secretary-treasurer, to be elected by the members at the organization meeting and thereafter at the annual meetings. The terms of all officers shall be until the next annual meeting or until their successors are elected and qualified. The _____ shall be the duly authorized agent(s) of this association.

Title(s) of officer(s) _____
ciation to confer with the supervisors or commissioners of the _____
Soil Conservation District or representatives of the Soil Conservation Service,
U. S. Department of Agriculture, at _____, State of _____,
and to represent the association as its agent(s) in all agreements with the District for cooperative work and maintenance of the drainage facilities of the association. Agreements made by such officer(s) with the _____
Soil Conservation District, including contracts with reference to operations by the Association in the reconstruction or construction of public drains and the maintenance thereof, shall bind each member of the association. The Secretary-Treasurer is authorized to collect voluntary payments from members and from other sources and to disburse such funds as required in connection with the work.

ARTICLE VI

Other Requirements

Section 1. Rights-of-way. All members of this association agree to furnish the necessary rights-of-way needed on their farm properties to permit the establishment of drainage facilities with rights of ingress and egress thereto for construction and maintenance purposes.

Section 2. Maintenance. All drainage channels and structures shall be properly maintained. An inspection of all drainage facilities for which the association is responsible shall be made annually and arrangements made promptly by the association to perform all maintenance work needed.

ARTICLE VII

Amendments

These articles may be amended by a two-thirds vote of the members present at any regular meeting or at any special meeting called for that purpose.

IN TESTIMONY WHEREOF, we have hereunto set our hands this _____ day of _____, 194 ____.

EXHIBIT "C"

MINUTES OF ORGANIZATION MEETING

The first meeting of the members of the _____ Drainage Association was held at _____, County of _____, State of _____, on the _____ day of _____, 194_____, at _____ o'clock (p.m.) (a.m.)

PRESENT:

_____ being all of the members.

Mr. _____ acted as temporary chairman of the meeting and Mr. _____ acted as temporary secretary.

The chairman announced that the nomination and election of officers to hold office until the first annual meeting or until their successors are chosen and qualified were in order. Nominations having been duly made and seconded and ballot having been duly had, the chairman announced that Mr. _____ had been elected president and Mr. _____ had been elected secretary-treasurer of the association.

There being no further business the meeting adjourned.

EXHIBIT "D"

COOPERATIVE AGREEMENT

OF THE

DRAINAGE ASSOCIATION

We, the undersigned, members of the _____ Drainage Association of _____ County, State of _____, being organized for the purpose of improving the drainage facilities of _____, the main drainage outlet that benefits our land, in cooperation with the _____ Soil Conservation District, do hereby contribute and pay the amount of money opposite our names, as our contribution toward the expense of the enterprise, with the understanding that this be our prorata share of the expense and that any unexpended funds shall be returned to us in like proportion upon the completion of the project. Any additional funds needed shall be provided by action of the association.

WORKING AGREEMENT

Between

The _____, Soil Conservation District, State
of _____, referred to below as the "District"
and the

referred to below as the "Enterprise".

Purpose

The purpose of this agreement is to coordinate the activities and efficiently use the resources of the two parties in carrying on irrigation and drainage work in the interest of soil conservation and erosion control and wise land use within the boundaries of the "Enterprise" which is also within the boundaries of the District.

To further this purpose:

A. The District will

1. Furnish technical assistance and supervision, materials, equipment, and labor as specified in the attached soil conservation drainage or irrigation operations plan (hereinafter referred to as the "Plan") to the extent that such technical assistance, materials, equipment, and labor are available to the District at the time they are to be furnished.

B. The Enterprise will

1. Provide necessary rights-of-way to carry out properly the operations contemplated in the attached Plan.

2. Do the things the plan indicates it will do including the furnishing of equipment, operation and repair thereof, materials, supplies, labor, and services necessary to do those things.

3. Encourage the adoption of soil conservation and erosion control measures in furtherance of the District Work Plan in the territory surrounding the lands owned or controlled by the Enterprise which may affect the drainage or irrigation problem within the Enterprise.

4. Maintain in a manner satisfactory to the District Governing Body all measures and structures undertaken or constructed by either the Enterprise or the District in accordance with the provisions of the Plan.

5. Use any materials, equipment, or labor furnished by the District in the manner specified in the Plan.

C. It is mutually agreed that

1. The attached Plan may be changed at any time by the consent of both parties. Such changes may be brought about in order to cover work in addition to that in the original plan or on lands in addition to those in the original plan.

2. Neither the District nor the Enterprise shall be liable for any damage to the other's property resulting from the carrying out of the Plan, except damages caused by negligence or willful misconduct. The Enterprise will protect and save harmless the District from all claims or damages to persons or property resulting from work done in accordance with the Plan, including, but not limited to, claims for flooding of lands and property affected by the improvements, raising or lowering the water table, and failure of structures repaired or constructed.

3. If the Enterprise does not carry out its part of the Plan, or fails to maintain the measures and structures undertaken or constructed in a manner satisfactory to the District Governing Body, the District may terminate this agreement.

4. Neither the District nor the Enterprise is bound by any obligations in this agreement which will involve the expenditure of funds or the furnishing of resources in excess of the amounts made available to it, or for a period in excess of that authorized by law.

5. This agreement shall take effect on the date of the last signature to it and unless terminated as described above, will remain in effect until December 31, 19__. It will be automatically renewed from year to year unless either party gives written notice to the contrary to the other party at least sixty (60) days before any termination date.

(Name of Enterprise)

By _____, 19_____.
(Chairman, Governing Body of _____)
Enterprise) (Date)

The signing of this agreement on behalf of the _____
was authorized by a resolution of the Governing Body of the _____
Enterprise adopted at a meeting held on _____, 19_____.

(Secretary, Enterprise Governing Body)

_____, 19_____.
(Date)

Soil Conservation District

By _____, 19_____.
(Chairman, District Governing _____)
Body) (Date) (1469)

The signing of this agreement was authorized by a resolution of the District Governing Body adopted at a meeting held on _____, 19 ____.

(Secretary, District Governing Body)

19 ____.
(Date)

EXHIBIT "F"

SUPPLEMENT NO. _____

PLAN OF OPERATION AND MAINTENANCE OF EQUIPMENT
MADE AVAILABLE BY THE UNITED STATES DEPARTMENT OF AGRICULTURE
THROUGH THE SOIL CONSERVATION SERVICE
TO THE SUPERVISORS OF THE
SOIL CONSERVATION DISTRICT OF _____

The supervisors of the _____ Soil Conservation District herewith present supplement No. _____ to the Plan of Operation and Maintenance of Equipment which is to be made available to said district by loan of the U. S. Department of Agriculture, Soil Conservation Service. The equipment thus made available to this district will be operated only on farms or projects having an approved plan.

1. (a) RESPONSIBILITY. The Supervisors of the _____ Soil Conservation District will assume full responsibility for the _____ equipment as long as such equipment remains in said district.
(b) If and when such equipment is loaned to a farmer, group of farmers, or an enterprise within said district by the supervisors of said district these supervisors shall see that this equipment is operated only on farms or projects having an approved plan.
2. OPERATION. It is understood by the supervisors of said district that any operator or operators assigned to such loaned equipment shall be experienced and reliable. Also that such operator or operators are capable of maintaining this equipment and of making minor and major repairs when needed.
3. PRIORITY. The supervisors of said district will determine priority of work of this equipment with the assistance of S.C.S. representatives.
4. ROUTING. This equipment may be moved under its own power for distances not to exceed three miles; for greater distances this equipment will be moved by trailer.
5. EXPENSE OF OPERATION. The supervisors of said district with the assistance of S.C.S. representatives will set up or cause to be set up an operations fund for the express purpose of equipment operation, maintenance, and repairs. At the conclusion of the loan such funds as may be available and necessary will be used to repair machines to a condition approximately same as when received. Such fund will be provided by farmer, group of farmers, or an enterprise using this equipment. A schedule of charges for the use of this equipment will be set up by district supervisors with the assistance and recommendations of S.C.S. representatives. Collections shall be the responsibility of the district supervisors.

6. RECORDS. The operator of the equipment will be responsible for keeping such records as is desired by district supervisors and/or the Soil Conservation Service.

BOARD OF SUPERVISORS

SOIL CONSERVATION DISTRICT

By _____ Date _____ 194 _____
Chairman, Board of Supervisors

In my opinion this plan is adequate.

District Conservationist Date _____ 194 _____

Approved:

By _____

For: Regional Needs Committee

(Date)

EXHIBIT "G"

Drainage Operations Plan

Drainage Association

Soil Conservation District,

County

The Supervisors of the _____ Soil Conservation District herewith present Drainage Operations Plan covering drainage work which is to be performed on _____ in the _____
Soil Conservation District, _____ County _____, and in cooperation with the _____ Drainage Association, to further and improve land use of certain lands on or adjacent to _____.

The _____ Soil Conservation District, hereinafter referred to as the District, and the _____ Drainage Association, hereinafter referred to as the Enterprise, will perform such duties and/or furnish such assistance as are outlined in the following articles of agreement.

A. The District will

1. Furnish a complete plan with specifications of the work to be performed and a plan of maintenance, copies of which are attached to and made a part of this agreement.

2. Furnish technical assistance and supervision, and labor as specified in this agreement, to the extent that such technical assistance and labor are available to the District at the time they are to be furnished.

3. Furnish a _____ Machine, Model No. _____, Serial No. _____, for the execution of the work hereinafter outlined.

4. Furnish technical assistance to the property owners and/or farms in the interest of soil conservation, drainage, erosion control, and wise land use, and for the control and stabilization of all silt contributing areas as a safeguard against the silting and damage to the drainage structures and facilities of the Enterprise.

B. The Enterprise will

1. Provide necessary rights-of-way, which have not heretofore been provided, to carry out properly the operations contemplated in the attached Plan.

2. Carry out the provisions in the plan with reference to operations and maintenance.
3. (a) Assume responsibility for the equipment as long as such equipment is engaged in or remains on work of the Enterprise.
(b) See that any operator or operators assigned to such equipment shall be experienced and reliable. Also that such operator or operators are capable of maintaining this equipment and of making minor repairs when needed.
(c) Through its Commissioners and with the approval of the Supervisors of the District determine the priority of the work of this equipment on the drainage facilities of the Enterprise, where it is necessary to deviate from the plan and schedule attached hereto.
(d) See that this equipment is moved by trailer for distances that exceed three miles.
(e) Set up or cause to be set up an operations fund for the express purpose of equipment operation, maintenance, and repairs of this equipment, in accordance with the schedule of charges and/or costs which is attached to and made a part of the plan and specifications.
(f) On the conclusion of the work, use such funds as may be available and necessary for the repair of this equipment to a condition approximately the same as when received.
(g) See that the operator of this equipment keeps operation records as may be desired by the Supervisors of the District.

C. Both Parties to this agreement will

1. Abide and be governed by all articles of agreement heretofore entered into in the Working Agreement which was signed and approved by said parties on , 1942.

2. Hereby recognize and accept all plans of operation consisting of specifications, plans, profiles and cross-sections, schedule of costs, and plan of maintenance, as being a part of this agreement and an obligation thereof.

DRINKING ASSOCIATION

Date _____ By _____, President,
, 194 Drainage Association

The signing of this agreement on behalf of the
Drainage Association was authorized by a resolution of the Association
adopted at a meeting held , 194 .

By _____, Secretary-Treasurer,
Draining Association

SOIL CONSERVATION DISTRICT

Date _____ By _____, Chairman
Board of Supervisors,
Soil Conservation District
194 _____

The signing of this agreement was authorized by a resolution of the
Soil Conservation District adopted at a meeting
held on , 194 .

Date _____, Secretary
Board of Supervisors
, 194 _____, Soil Conservation District

